

Real Estate For Sale

Sealed
Bid
Sale

Montana Off Site Removals



Bid Opening: January 28, 2009
Sale No. USDA-R-1603

U.S. General Services Administration
Public Buildings Service
Real Property Disposal Division
819 Taylor Street, Room 8A10
Fort Worth, Texas 76102-6103
817-978-4324
<https://propertydisposal.gsa.gov>

GSA

NOTICE

The information below must appear in the lower left hand corner of the bid envelope. A label is provided on the opposite page for your convenience.

SOLICITATION NO.: **USDA-R-1603**

DATE FOR RECEIPT OF OFFERS: **January 28, 2009 (Bid Opening Date)**

TIME FOR RECEIPT OF OFFERS: **2:00 p.m.** - Local time at place of bid opening

OFFICE DESIGNATED TO RECEIVE OFFERS: **(7PR)**

Bid for Real Property – Purchase

View this property on the Internet at:

<http://propertydisposal.gsa.gov>

**INVITATION FOR BIDS, BID, AND ACCEPTANCE
FOR SALE OF GOVERNMENT PROPERTY**

FOR OFFSITE REMOVAL

Item #1

Kootenai Bunkhouse - Bldg 1324

12.5 miles North of U.S. Highway 2, on Highway 508
Lincoln County, MT 59935

Item #2

Kootenai Bunkhouse - Bldg 1325

12.5 miles North of U.S. Highway 2, on Highway 508
Lincoln County, MT 59935

Item #3

Kootenai Shed - Bldg 2641

12.5 miles North of U.S. Highway 2, on Highway 508
Lincoln County, MT 59935

Item #4

Kootenai Residence - Bldg 1063

12.5 miles North of U.S. Highway 2, on Highway 508
Lincoln County, MT 59935

Item #5

Kootenai Residence - Bldg 1045

12.5 miles North of U.S. Highway 2, on Highway 508
Lincoln County, MT 59935

Item #6

Kootenai Shed - Bldg 2326

12.5 miles North of U.S. Highway 2, on Highway 508
Lincoln County, MT 59935

Item #7

Lewis and Clark Tack Shed - Bldg 2429

1 mile east of Hwy 89 along 4th Ave North and
intersection of 3rd Street West.
Judith Basin, MT 59479

Item #8

Lewis and Clark Residence - Bldg 1000

1 mile north of Choteau on Hwy 89.
Teton County, MT 59422

Item #9

B-D Woodshop - Bldg 2000

Wise River Ranger District Compound, Wise River
MT
Teton County, MT 59422

Item #10

B-D Lookout Building and Tower- Bldg 3501

The Lookout is located on the top of Jack
Mountain, approx. 5 air miles north of the town of
Basin, Montana. Take Forest Road (FR) 172
north from Basin, Montana 7.5 miles. Turn right
on FR 660 for 1.3 miles. Turn right on FR 8524
for 2 miles. Turn right on FR 8591 for one mile.
See attached map.
Jefferson County, MT 59638

Item #11

Flathead Office - Bldg 2002

200 Ranger Station Rd,
Big Fork, Montana 59911

NO LAND IS INCLUDED IN THIS SALE

INVITATION FOR BIDS

Sealed Bids in duplicate, for the purchase of the Government property described in the Schedule portion of this Invitation for Bids will be received until 2:00 p.m., local time at place of bid opening, **January 28, 2009** General Services Administration, Real Property Disposal Division, Room 8A10, 819 Taylor Street, Fort Worth, Texas 76102-6103. As used herein, "Government" shall mean the United States of America, acting by and through the Administrator of General Services.

SUBMIT SEALED BIDS TO:

General Services Administration (7PR)
Real Property Disposal Division
Attention: William Rollings
819 Taylor Street, Room 8A10
Fort Worth, TX 76102-6103

For viewings of the available houses, interested parties should contact the local representative for each site as shown on the schedule shown below. For additional information, contact **William Rollings, Realty Officer, Real Property Disposal Division, General Services Administration, Fort Worth, Texas, Telephone 817-978-4324, email William.Rollings@gsa.gov.**

This Invitation for Bids is issued subject to, and bids submitted pursuant to this Invitation for Bids must be in compliance with and subject to, the provisions of this Invitation for Bids, including the Schedule portion thereof, and (1) the Instructions to Bidders, GSA Form 1741; (2) the General Terms of Sale, GSA Form R7-1444; (3) the Special Terms of Sale, Invitation No. USDA-R-1603; (4) the provisions of Bid Form and Acceptance, all of which are attached to this Invitation for Bids and by this reference made a part thereof.

The **property is being sold “As Is” and “Where Is”** without representation, warranty, or guaranty. **Prospective bidders are urged to inspect the property** before submitting a sealed bid. The failure of any bidder to make such inspection will not constitute grounds for any claim or demand for adjustment or withdrawal of bid after the bid opening.

SCHEDULE

Item # 1

Kootenai Bunkhouse: Bldg 1324

12.5 miles North of U.S. Highway 2, on Highway 508
Lincoln County, MT 59935

Description: This sale is for offsite removal.

No land is included. The wood frame residence was constructed in 1959. The home has 6 bedrooms and 1 bath. Approx. 2,297 +/- square feet.

Contact info:

Rob Malyevac rmalievac@fs.fed.us
Kootenai National Forest
(406)283-7669



Item # 2

Kootenai Bunkhouse - Bldg 1325

12.5 miles North of U.S. Highway 2, on Highway 508
Lincoln County, MT 59935

Description: This sale is for offsite removal.

No land is included. The wood frame residence was constructed in 1959. The home has 6 bedrooms and 1 bath. Approx. 2,297 +/- square feet.

Contact info:

Rob Malyevac rmalievac@fs.fed.us
Kootenai National Forest
(406)283-7669



Item # 3***Kootenai Shed - Bldg 2641***

12.5 miles North of U.S. Highway 2, on Highway 508
Lincoln County, MT 59935

Description: This sale is for offsite removal.

No land is included. The wood frame shed was constructed in 1950. Approx. 63 +/- square feet.

Contact info:

Rob Malyevac rmalievac@fs.fed.us
Kootenai National Forest
(406)283-7669

**Item # 4*****Kootenai Residence - Bldg 1063***

12.5 miles North of U.S. Highway 2, on Highway 508
Lincoln County, MT 59935

Description: This sale is for offsite removal.

No land is included. The wood frame home was constructed in 1964 and includes 3 Bedrooms and 2 Bath. Approx. 3,145 sq. ft.

Contact info:

Rob Malyevac rmalievac@fs.fed.us
Kootenai National Forest
(406)283-7669

**Item # 5*****Kootenai Residence - Bldg 1045***

12.5 miles North of U.S. Highway 2, on Highway 508
Lincoln County, MT 59935

Description: This sale is for offsite removal.

No land is included. The wood frame home was constructed in 1954 and includes 4 Bedrooms and 1 Bath. Approx. 1,385 sq. ft.

Contact info:

Rob Malyevac rmalievac@fs.fed.us
Kootenai National Forest
(406)283-7669



Item # 6***Kootenai Shed - Bldg 2326***

12.5 miles North of U.S. Highway 2, on Highway 508
Lincoln County, MT 59935

Description: This sale is for offsite removal.

No land is included. The wood frame shed was constructed in 1930. Approx. 180 sq. ft.

Contact info:

Rob Malyevac rmalyevac@fs.fed.us
Kootenai National Forest
(406)283-7669

**Item # 7*****Lewis and Clark Tack Shed - Bldg 2429***

1 mile east of Hwy 89 along 4th Ave North and
intersection of 3rd Street West.
Judith Basin, MT 59479

Description: This sale is for offsite removal.

No land is included. The metal frame shed was constructed in 1960. Approx. 240 sq. ft.

Contact Info:

Linda D. Brandvold E-Mail: ldbrandvold@fs.fed.us
Lewis and Clark N.F.
Phone: 406-731-5329

**Item # 8*****Lewis and Clark Residence - Bldg 1000***

1 mile north of Choteau on Hwy 89.
Teton County, MT 59422

Description: This sale is for offsite removal.

No land is included. The wood frame home was constructed in 1957. Approx. 1,432 sq. ft.

Contact Info:

Linda D. Brandvold E-Mail: ldbrandvold@fs.fed.us
Lewis and Clark N.F.
Phone: 406-731-5329



SCHEDULE (Continued)**Item # 9*****B-D Woodshop - Bldg 2000***

Wise River Ranger District Compound in Wise River.
Beaverhead County, MT 59762

Description: This sale is for offsite removal.
No land is included. The property was
constructed in 1933. Approx. 998 sq. ft.

Contact: Mark Libby email: mlibby@fs.fed.us
Beaverhead-Deerlodge NF
420 Barrett St, Dillon, MT 59725
Phone: (406) 683-3971

**Item # 10*****BD Lookout Building and Tower - Bldg 3501***

The lookout is located on the top of Jack Mountain, approximately 5 air miles north of the town of Basin, MT. To access the site take Forest Road 172 north from Basin, MT approximately 7.5 miles. Turn right on Forest Road 660 for approximately 1.25 miles. Turn right on Forest Road 8524 for approximately 2 miles. Turn right on Forest Road 8591 for approximately 1 mile. Several tight switchbacks on Forest Road 8524 and 8591 will limit access for large equipment. The site is generally accessible by vehicle from July 1 to October 1. Jefferson County, MT 59638

Description: This sale is for offsite removal.
No land is included. The structure is a 50 foot tall, timber tower fire lookout. The lookout cabin is approximately 14' x 14'. The lookout was constructed in 1965. A written plan describing the proposed method of dismantling and removing the structure is required to be submitted with the bid.

Contact: Mark Libby email: mlibby@fs.fed.us
Beaverhead-Deerlodge NF
420 Barrett St, Dillon, MT 59725
Phone: (406) 683-3971



SCHEDULE (Continued)**Item # 11*****Flathead Office - Bldg 2002***

200 Ranger Station Rd
Big Fork, Montana 59911.



Description: This sale is for offsite removal.

No land is included. The property was constructed in 1937. Approx. 750 sq. ft.

Contact Info:

Brad Gillespie 406-837-7527 Flathead National Forest

SPECIAL TERMS OF SALE

1. **Terms of Payment:** Bids to purchase the property must be on an all cash basis. All deposits shall be payable in United States dollars.

2. **Bid Deposit:** Paragraph 5 of Instructions to Bidders, GSA Form 1741, **requires a bid deposit to accompany each bid. The amount of such bid deposit must be one hundred percent (100%) of the amount of bid.** Such bid deposit must be in the form of United States currency, a United States Postal Service money order, cashier's check, certified check or money order issued by and drawn upon, or certified by, a bank or other financial institution chartered by the Federal Government or a state of the United States, **payable to the order of General Services Administration.** Money orders and checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted.

3. **Removal Requirements and Cleaning Up Property Site:**

Purchaser shall comply with all state, federal, and local codes and regulations. Including but not limited to fire, safety, environmental and other regulations. The purchaser shall assume responsibility for the property purchased by him/her.

The site shall be left clean after removal of the building. Septic system and foundations may be left in place. Any new excavations caused by the building removal process shall be backfilled to natural grade of the site to the satisfaction of the U.S. Forest Service.

The purchaser shall assume all necessary expenses, if any, in disconnecting and leaving in a safe condition electric and gas utility systems currently connected to the building. Underground utility facilities shall be permanently capped at entrance to the building in a manner satisfactory to the U.S. Forest Service.

Maximum safety precautions are to be taken during removal operations. All vegetation and other improvements are to be safeguarded from damage. The U.S. Forest Service personnel must be notified two weeks prior to the removal.

4. **Time Limit on Removal of Property:** Salvage operations will be permitted from **January 28, 2009 until August 1, 2009.** The final day for completion of removal operation, referred to in Paragraph 14a(1) of General Terms of Sale, Form R7-1444, shall be **August 1, 2009.**

5. **Description:** The descriptions of the property set forth in the Invitation for Bids and any other information provided with respect to said property are based on information provided therein with respect to said property, are based on information available to the GSA sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

6. **Inspection:** Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after opening.

7. **Special Deposit:** The Special Deposit is required at the time of bid submission in accordance with Paragraph 13 of the General Terms of Sale, Form R7-1444. The Special Deposit will be as follows: **Bid Items 1-2: \$2,000 each; Bid Item 3: \$250; Bid Items 4-5: \$2,000; Bid Items 6-7: \$500; Bid Items 8-9: \$2,000; Bid Item 10 - \$1,000; and Bid Item 11 - \$2,000.** This special deposit will be refunded upon satisfactory completion of removal activities as determined by the General Services Administration.

8. **Method of Award:** Bidders may bid on any individual Bid Item, or the total property as described herein. Accordingly, if offers are not received for each individual item, an award may be made to an offeror who submits a bid on the total properties in preference to offerors who bid on a single item or items. If offers are received on all individual items and also on the total property, an award will be made to the higher of the total of all individual bids as compared to the bid of the entire property.

9. **Asbestos:** Asbestos-containing materials are believed to be present on the property. Since asbestos-containing materials are believed to be present on the property, the Purchaser, its successors and assigns, shall be required to comply with all Federal, state and local laws relating to asbestos

10. **Lead-Based Paint:** Because the residences on this property were constructed before 1978, they are assumed to contain lead-based paint. The Purchaser will be responsible for abating all lead-based hazards prior to occupancy of the property by children 6 years of age and under, as described in 24CFR§35-24. The Purchaser must also agree to indemnify the Federal Government from any liability arising by reason of the Purchaser's failure to comply with this requirement.

11. **Updates to the Sale:** Bidder agrees that notices of changes to the sale are satisfactory when made available on the sale web page at <http://auctionrp.com>

INSTRUCTIONS TO BIDDERS - SEALED BID (Government Real and Related Personal Property)

1. BID FORM.

- a. **Bids must be submitted in duplicate on the Bid Form accompanying this Invitation for Bids**, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. While telegraphic bids will not be considered, unless specifically authorized in the Invitation for Bids, bids may be modified or withdrawn by telegram prior to the time fixed in this Invitation for Bids for the opening of bids.
- b. Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed.
- c. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.
- d. In submitting a bid, only return the Bid Form (in duplicate). Retain all other documents, including one copy of the Bid Form, for your record.

2. BID ENVELOPES.

Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids. The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the Invitation number, the date and hour of bid opening and the phrase "Bid for Real Property" must be shown in the lower left corner of the envelope. A gummed label for the optional use of the bidder is attached to this Invitation for Bids and bidders are urged to utilize this label. No responsibility will attach to any officer of the Government for the premature opening of or failure to open a bid not properly addressed and identified.

3. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS.

- a. Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is resolved before award is made and either:
 - (1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier) ; or
 - (2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.
- b. Any modification or withdrawal of a bid is subject to the same conditions as in a, above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- c. The only acceptable evidence to establish:
 - (1) The date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the US Postal Service postmark on the wrapper or on the original receipt from the US Postal Service. if neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the US Postal Service.)
 - (2) The time of receipt at the Government installation is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

- d. Notwithstanding a and b of this provision, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- e. Bidders using certified or registered mail are cautioned to obtain a receipt showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed.

4. BID EXECUTED ON BEHALF OF BIDDER.

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder.

- a. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed.

The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

- b. Partnership. If the bidder is a partnership, and all partners sign the bid, with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

5. BID DEPOSIT.

Each bid must be accompanied by a bid deposit equal to one hundred percent (100%) of the amount of bid, in the form of a certified check, cashier's check, or postal money order payable to the order of: "General Services Administration".

This will enable bidders whose bids are rejected to negotiate the instrument once it is returned. An irrevocable letter of credit is also acceptable. If an irrevocable letter of credit is submitted, the demand draft must be payable when accompanied by a written statement that the amount drawn under the credit represents the earnest money deposit required (1) as a guarantee to support an offer made by the successful bidder to purchase the property described in the Invitation for Bids from the United States of America, or (2) as liquidated damages in the event that the successful bidder fails to comply with the terms and conditions of the Invitation for Bids. Failure to so provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. Appropriate bid deposits accompanying bids which are rejected will be returned to bidders, without interest, within 5 working days after rejection of the bids.

6. ADDITIONAL INFORMATION.

The General Services Administration issuing office, at the address given in this Invitation for Bids, will, upon request provide additional copies of this Invitation for Bids, Bid and Acceptance, and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids.

7. BIDS TO BE OPENED AT SPECIFIED TIME.

It shall be the duty of each bidder to see that his bid is delivered within the time and at the place prescribed in this Invitation for Bids. Bids (including modifications) received prior to the time fixed in this Invitation for Bids for the opening of bids will be securely kept unopened. No bid, modification, or withdrawal, received after the time fixed in this Invitation for Bids for the opening of bids will be considered except as provided under 3, above. At the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested who may be present either in person or by representative.

8. WAIVER OF INFORMALITIES OR IRREGULARITIES.

The Government may, at its election, waive any minor informality or irregularity in bids received.

9. ACCEPTABLE BID.

A bid received from a responsible bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to the Government, price and other factors considered, is an acceptable, bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

10. NOTICE OF ACCEPTANCE OR REJECTION.

Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when telegraphed or mailed to the bidder or his duly authorized representative at the address indicated in the bid. The Government's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof.

11. UPDATES TO THE SALE

Bidder agrees that **notices of changes to the sale are satisfactory when made available on the sale web page at <http://auctionrp.com>.**

GENERAL TERMS OF SALE (GOVERNMENT PROPERTY FOR REMOVAL FROM SITE)

1. **TERM - "INVITATION FOR BIDS."** The term "Invitation for Bids" or "Invitation" as used herein refers to the foregoing Invitation for Bids, and its schedule; the Instructions to Bidders; the General Terms of Sale set forth herein; and the provisions of the Special Terms of Sale, Bid Form, and Acceptance; all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids.
2. **DESCRIPTIONS IN INVITATION FOR BIDS.** The descriptions of the property set forth in the Invitation for Bids are believed to be correct, but any error or omission shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price. The information as to location and description is based upon the best data available and is given for identification purposes only.
3. **CONDITION OF PROPERTY AND INSPECTION.** The property is offered for sale without recourse against the Government and will be sold "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bids have been opened. The Bidder represents that he has inspected the property to his satisfaction and is familiar with and knows the condition of the premises and the property and is purchasing said property "As Is" and "Where Is," and that he is relying solely upon his own examination and determination and not upon any representation or statement, oral or written, except as provided in the Invitation for Bids, made by the Government with respect in said property.
4. **TERMS OF PAYMENT** Bids to purchase property for removal from site must be on an "All Cash" basis.
5. **CONTINUING OFFERS.** Each bid received shall be deemed to be a continuing offer after the date of bid opening for the number of calendar days specified in the bid, unless the bid is accepted or rejected by the Government before the expiration of the specified number of calendar days. If the Government desires to accept any bid after the expiration of the specified number of calendar days, the consent of the bidder shall be obtained prior to such expiration.
6. **POSSESSION.** The successful bidder agrees to assume possession of the property within 15 days after the property has been conveyed to him. Should the successful bidder fail to take actual possession within such period, he shall, nonetheless be charged with constructive possession commencing at 12:00 A.M., standard time, on the 16th day after such request by the Government. The word "possession" shall mean either actual possession or constructive possession.
7. **TAXES.**
 - a. The successful bidder shall pay all taxes imposed on this transaction and shall obtain at his own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law.
 - b. As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.
8. **RISK OF LOSS.** As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.
9. **INSURANCE.**
 - a. If possession of the property is assumed by the successful bidder prior to the date of conveyance, the successful bidder shall procure and maintain insurance at his expense, effective for the period from the date of assumption of possession to date of conveyance, for the benefit of the Government in such kinds and amounts as may be required by the Government.
 - b. Insurance required by the Government shall be in companies acceptable to the Government and shall include such terms and provisions as may be required to provide coverage satisfactory to the Government.
 - c. Information concerning insurance requirements will be furnished by the Director of Regional Data and Financial Management of the General Services Administration issuing office at the address given in the Invitation for Bids.
10. **REVOCATION OF BID OR FAILURE TO CLOSE.** In the event of revocation of a bid after opening of bids and prior to notice of acceptance, or if after notice of acceptance the successful bidder fails to close the sale by (a) failing to pay the Government the balance of the purchase price, or (b) failing to deliver the special deposit, the bid deposit together with any payments subsequently made on account may be forfeited as the option of the Government, in which event

the bidder shall be relieved from further liability, or without forfeiting the said bid deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

11. **CONTRACT** The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract or any interest therein be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

12. **CLOSING AND TITLE.**

- a. The closing of sale for the property offered shall be governed by this paragraph. In the event a bid for purchase is accepted, the successful bidder, shall within ten (10) calendar days from the date of notice of acceptance; or within such additional time as may be granted by the Government: (a) Pay to the Government the balance of the purchase price, and (b) furnish the cash special deposit. Conveyance of the Government's interest in the property will be made without warranty, express or implied, subject to the provisions of the Invitation for Bids, by furnishing the purchaser a copy of his bid evidencing acceptance on the part of the Government in the space provided.
- b. Title to the property for removal from site shall remain in the United States and the successful bidder shall not commence removal of the property or any part thereof until the full purchase price has been paid and the Government has conveyed the property to the purchaser as provided in this Paragraph 12 and has authorized the purchaser to commence removal.

13. **SPECIAL DEPOSIT** In addition to the bid deposit provided for under Paragraph 5 of Instructions to Bidders, GSA Form 1741, the successful bidder shall, together with payment of the balance of the purchase price, deliver to the Government currency, a certified check, cashier's check or postal money order payable to the order of "General Services Administration" as a special deposit in the amount specified on the Bid Form for each item. This special deposit is for the sole purpose of setting up a fund out of which liquidated damages as provided in Paragraph 14.c. (1) and (2) of these General Terms of Sale can be collected and also out of which the cost of work performed by the Government in completing the removal operations as provided in Paragraph 14.d. (2) of these General Terms of Sale can be paid.

- a. If the removal operations are performed by the purchaser to the complete satisfaction of the Government, the special deposit, less any amounts collected therefrom as liquidated damages will be returned promptly to the purchaser without interest.
- b. If the removal operations are not performed by the purchaser to the complete satisfaction of the Government, and the property or portion thereof remaining, at the option of the Government has been declared forfeited, the special deposit, less any amounts collected therefrom as liquidated damages and less any amounts paid therefrom to cover the cost of work performed by the Government in completing the removal operations will be returned to the purchaser without interest after such costs have been paid, or will be returned to the purchaser without interest after a subsequent transferee acceptable to the Government has assumed the obligation to complete the removal operations.

14. **TIME LIMIT ON REMOVAL OF PROPERTY - TIME EXTENSIONS - DAMAGES - FORFEITURE OF PROPERTY - LIABILITY FOR REMOVAL COST.**

- a. **Time Limit on Removal.**

The purchaser shall remove the property from site as provided in this Invitation for Bids and shall complete such removal and the clean up and related operations required herein, referred to hereinafter as removal operations, on or before the end of the period of time which shall begin on the day he is authorized to commence removal of the property and which ends at 12:01 A.M., standard time, on the final day determined as follows:

- (1) If the Government does not grant a written extension of the period of time for completion of the removal operations, the final day shall be as specified in the Special Terms of Sale.
- (2) If an extension of the period of time for completion of the removal operations is granted by Government in writing, the final day shall be the day specified in such extension.

- b. **Time Extensions.**

The Government may at its option grant written extensions of the period of time for completion of the removal operations.

- c. Liability for Damages, due to grants of Extensions and due to Failure to Complete Removal Operations in Time Allowed.

It is recognized that the Government will be damaged if it grants an extension of the period of time for completion of the removal operations and also that the Government will be damaged if the purchaser fails to complete the removal operations within the period of time specified.

(1) Damages Resulting from Extensions.

If an extension of the period of time for completion of the removal operations is granted by Government pursuant to Subparagraph b of this Paragraph 14, the purchaser shall be liable for damages to the Government resulting from the extension, except as provided in (3) below. The resulting Liquidated damages shall be five dollars (\$5.00) per day per item for the period from the final day determined in accordance with this Paragraph 14, (Subparagraph a. (1), or Subparagraph a. (2) if an extension setting a new final date has been granted previously; to the final day specified in the extension being granted at that time, or until the day upon which the Government determines that the removal operations for each such item have been completed, whichever day is earlier.

(2) Damages for Failure to Complete Timely Removal.

The purchaser shall be liable for damages to the Government resulting from his failure to complete the removal operations for any item within the period of time specified in this Paragraph 14, except as provided in (3) below. The resulting liquidated damages shall be five dollars (\$5.00) per day per item for the period from the final day determined for each such item in accordance with this Paragraph 14, Subparagraph a.(1) or a.(2), as appropriate, to the day upon which the Government determines that the removal operations for each such item have been completed, or until the day the property is determined by Government to be forfeited.

(3) Causes Beyond Control of Purchaser.

The purchaser shall not be liable for damages resulting from the extensions under Paragraph 14.c. (1) or for damages for failure to complete timely removal under Paragraph 14.c. (2) if:

- (a) The delay in the completion of the removal obligations arises from unforeseeable causes beyond the control and without the fault or negligence of the purchaser, including but not restricted to, acts of God, acts of the public enemy, acts of the Government in either its, sovereign or contractual capacity, acts of another purchaser in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors; or arises from unforeseeable causes beyond the control and without the fault or negligence of both the purchaser and such subcontractors; and
- (b) The purchaser, within 10 calendar days from the beginning of such delay (unless the Contracting Officer grants a further period of time), notifies the Contracting Officer in writing of the causes of delay.

The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the removal obligations without liability on the part of the purchaser for damages, when in his judgment, the findings justify such an extension and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Paragraph 21 of these General Terms of Sale.

d. Forfeiture of Property -Liability for Removal Cost.

- (1) It is recognized that if the purchaser fails to complete the removal operations within the period of time specified in this Paragraph 14, the Government may, at its option, declare forfeited the property, or the portion thereof which has not been removed, after which the Government may elect to perform the removal operations at the expense of the purchaser and to make whatever disposition it elects with regard to the property and materials resulting from such removal; or the Government may elect to transfer the property or portion which remains to a transferee who will be responsible for completing the removal operations without further expense to the purchaser.
- (2) If the removal operations are not performed to the complete satisfaction of the Government within the period of time specified in this Paragraph 14 and the purchaser has become liable for damages in accordance with Paragraph 14.c. (2) the property, or any portion of it remaining, may, at the option of the Government, be declared forfeited and the purchaser shall thereafter have no claim upon the property or have any interest therein. In the event of the declaration of such forfeiture by the Government, the purchaser shall cease to be liable for further damages resulting from his failure to complete the removal operations under Paragraph 14.c. (2) beyond the date of said forfeiture and in lieu thereof shall be liable for the cost of work performed by the Government in completing the removal operations.

- e. The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
15. **LIABILITY AND INDEMNITY** The purchaser shall assume responsibility and liability for all injuries to persons or damages to property directly or indirectly due to or arising out of the operations of the purchaser for the removal of property. The purchaser further agrees to indemnify and save harmless the United States against any and all claims of whatsoever kind and nature due to or arising out of the contract or the performance of any part or all of it.
16. **RESPONSIBILITY** The successful bidder will be held responsible for any loss of materials or equipment on the site due to actions of his employees or agents including vandalism and malicious mischief. Any losses involved, willful damage of property, etc., occurring shall be replaced or restitution made, as the case may be, at no cost to the Government until completion of contract for purchase and removal. The purchaser, acting by himself or through his superintendent, shall direct, coordinate and supervise all work under this contract. Likewise, he shall inspect all equipment and apparatus engaged in this operation to assure its safe operation, and will coordinate his activities through the appropriate representatives designated by the Government.
17. **NECESSARY PERMITS.** All necessary permits for performing removal operations and for cut-off of utility service, during dismantling and removal of the materials if required by state, county, political subdivision, private person, utility company, or others having jurisdiction thereover, shall be obtained by purchaser at his own cost and expense and subject to such terms and conditions as may be imposed by such persons, companies, or authorities.
18. **RESPONSIBILITY FOR DISCONNECTING WIRING.** The purchaser shall assume all necessary expense in disconnecting and leaving in a safe condition, to the satisfaction of the Government, telephone, electric, and other wires and outside connections, in the removal operations, and pay all necessary expenses in connection therewith.
19. **OFFICIALS NOT TO BENEFIT** No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.
20. **COVENANT AGAINST CONTINGENT FEES.** The successful bidder warrants that he has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the successful bidder the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the successful bidder upon the contract secured or made through bona fide established commercial agencies maintained by the successful bidder for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.
21. **UPDATES TO THE SALE.** Bidder agrees that notices of changes to the sale are satisfactory when made available on the sale web page at <http://auctionrp.com/>.
22. **BACKUP BIDDER.** The second-highest bidder will be the Backup Bidder. If the High Bidder is unable to consummate the transaction, the second highest bidder covenants and agrees to perform under this contract subject to the Government's right to accept or reject the second-highest bidder at its sole option. The Backup Bidder's deposit may be retained for this purpose. The bid deposit of the second-high bidder will be returned by mail immediately after consummation of the transaction with the High Bidder. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government. The bid of the Backup Bidder shall be deemed to be a continuing offer unless the bid is accepted or rejected by the Government. If after notice of acceptance the Backup Bidder fails to close the sale by (a) failing to pay the Government the balance of the purchase price, or (b) failing to deliver the special deposit, the Backup Bidder's deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government. In the event the Backup Bidder becomes the successful bidder and fails to complete the removal operations to the satisfaction of the Government, the bid deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government.
23. **CONVEYANCE INSTRUMENT.** Upon acceptance of a bid and the fulfillment of obligations of the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance.

BID FORM

FOR PURCHASE OF GOVERNMENT REAL PROPERTY
(TO BE EXECUTED AND SUBMITTED IN DUPLICATE)

Bid ☐Backup Bidder ☐

Check One

FOR OFFSITE REMOVAL - NO LAND IS INCLUDED IN THIS SALE

The undersigned bidder(s) hereby offers and agrees, if this bid is accepted within Ninety (90) calendar days after the date of bid opening, to purchase the described property for the bid price entered below. This offer is subject to the provisions of the Invitation for Bids, including the Schedule, the Special and General Terms of Sale, the Instructions to Bidders, and the Bid Form and Acceptance, all of which are incorporated herein as part of this bid.

Bidder represents that he operates as:

(check the appropriate circle)

- ☐ an individual
☐ an individual doing business as: _____
☐ a partnership consisting of: _____

- ☐ a trustee acting for: _____
☐ a corporation, incorporated in the state of: _____

(If bidding as a corporation, the Certificate of Corporate Bidder, on back, must be executed and submitted in accordance with the Instructions to Bidders, Paragraph 4a., of this Invitation for Bids.)

SPECIAL DEPOSIT - The Special Deposit is required at the time of bid submission in accordance with Paragraph 8 of the Special Terms of Sale, Form R7-1444. **The Special Deposit will be as follows: Bid Items 1-2: \$2,000 each; Bid Item 3: \$250; Bid Items 4-5: \$2,000; Bid Items 6-7: \$500; Bid Items 8-9: \$2,000; Bid Item 10 - \$1,000; and Bid Item 11 - \$2,000.**

Bid Item	Description	Bid Amount	Special Deposit
1	Kootenai Bunkhouse - Bldg 1324		\$2,000
2	Kootenai Bunkhouse - Bldg 1325		\$2,000
3	Kootenai Shed - Bldg 2641		\$250
4	Kootenai Residence - Bldg 1063		\$2,000
5	Kootenai Residence - Bldg 1045		\$2,000
6	Kootenai Shed - Bldg 2326		\$500
7	Lewis and Clark Tack Shed - Bldg 2429		\$500
8	Lewis and Clark Residence - Bldg 1000		\$2,000
9	B-D Woodshop - Bldg 2000		\$2,000
10	B-D Lookout Building and Tower- Bldg 3501		\$1,000
11	Flathead Office - Bldg 2002		\$2,000

Name and address of bidder (type or print)

Name: _____
 Street: _____
 City: _____ State: _____ Zip Code: _____
 Telephone Number () _____

 Signature of person authorized to sign bid Signer's name and title (type or print.)

CERTIFICATE OF CORPORATE BIDDER

To be completed by corporate official other than the person signing bid above

I, _____, certify that I am _____
(Secretary or other official title)

of the Corporation named as bidder herein; that _____
who signed this bid on behalf of the bidder, was then _____
(Bidder's official title i.e. President)

of the said Corporation; that said bid was duly signed for and on behalf of said corporation
by authority of its governing body and is within the scope of its corporate powers.

(SEAL)

Signature of Certifying Corporate Officer

ACCEPTANCE BY THE GOVERNMENT

The foregoing bid for purchase of the:

_____	Bid Item #1	Kootenai Bunkhouse - Bldg 1324
_____	Bid Item #2	Kootenai Bunkhouse - Bldg 1325
_____	Bid Item #3	Kootenai Shed - Bldg 2641
_____	Bid Item #4	Kootenai Residence - Bldg 1063
_____	Bid Item #5	Kootenai Residence - Bldg 1045
_____	Bid Item #6	Kootenai Shed - Bldg 2326
_____	Bid Item #7	Lewis and Clark Tack Shed - Bldg 2429
_____	Bid Item #8	Lewis and Clark Residence - Bldg 1000
_____	Bid Item #9	B-D Woodshop - Bldg 2000
_____	Bid Item #10	B-D Lookout Building and Tower- Bldg 3501
_____	Bid Item #11	Flathead Office - Bldg 2002

for offsite removal, Sale Number USDA-R-1603, is accepted by and on behalf of the United States of America,
acting by and through the:

Administrator of the U. S. General Services Administration

on this _____ day of _____, 20__.

Signature of Contracting Officer: _____

Name and Title of Contracting Officer: _____

NOTICE TO PROSPECTIVE BIDDERS

The Real Property Disposal Division maintains a record of the name and address of all parties issued copies of this Invitation for Bids. If you are not the person who received this Invitation for Bids directly through the mail from the government or through an official representative of the Government, it is to your benefit to advise the office issuing this Invitation of the address to which any addendum or supplement should be mailed. For this purpose, complete, detach and mail this form. Postage is required.

Please send any addenda, supplements, etc. that may be issued applicable to the IFB for sale number USDA-R-1603, property in North Dakota to:

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

REALTY OFFICER: William Rollings

CASE NUMBER: 7-A-MT-0627

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U.S. General Services Administration
Public Buildings Service
Real Property Disposal Division (7PR)
819 Taylor Street, Room 8A10
Fort Worth, TX 76102-6103

Official Use Only
Penalty for Private Use \$300